



Request for Proposal

NO. 2020-05

2050 COMPREHENSIVE PLAN

Issued by The City of Wildwood, Florida

Development Services Department

Proposals to be submitted by:

May 29, 2020 at 5:00 p.m.

Proposals may be submitted via certified mail, express mail or hand delivered to:

**City of Wildwood
City Clerk
100 N Main Street
Wildwood, FL 34785**

SUBMISSION REQUIREMENTS

Consultants are invited to submit proposals to the City of Wildwood Development Services Department for RFP #2020-05.

All questions pertaining to this Request for Proposal (RFP) should be directed, in writing, to Melanie Peavy, Development Services Director, 100 N Main Street, Wildwood, FL 34785, by facsimile (352) 330-1338, or by email mpeavy@wildwood-fl.gov. Any addenda to this RFP shall be made on the City website. It is the sole responsibility of those submitting an RFP to check the website for addendums. These questions are due by 5 pm May 1, 2020. Final addenda will be posted by 5 pm May 8, 2020.

Proposers must submit one (1) original response unbound marked "Original" and four (4) bound copies marked "Copies" of the submittal in a sealed envelope clearly marked on the outside with the Proposers name and "RFP #2020-05: City of Wildwood 2050 Comprehensive Plan" addressed and delivered to:

**City of Wildwood
City Clerk
100 N Main Street
Wildwood, FL 34785**

All proposals must be received by the City Clerk before 5:00 p.m. on May 31, 2020. Any proposals received after this date and time will be automatically rejected. Materials may be delivered by certified mail/return receipt, express mail, and hand delivered or couriered. Faxed or emailed proposals will be automatically rejected. Hand delivered qualification documents may request a receipt. If sent by mail or courier, the above mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Proposers should be aware that certain "express mail" services will have to meet the required time frame of submittal or be deemed automatically rejected. It is the sole responsibility of the proposer to ensure their proposal is received in a timely manner.

The City of Wildwood reserves the right to reject any and all proposals, to waive informalities in any or all proposals, to re-advertise for RFP's, and to separately accept or reject any item or items and to negotiate contracts in the best interest of the City of Wildwood.

While every effort has been made to ensure the accuracy and completeness of the information in this RFP we recognize that the information may not be complete in every detail and that all work may not be expressly mentioned in these specifications. It is the responsibility of the proposing company to include in their proposal all pertinent information in accordance with the objectives of the City.

REQUEST FOR PROPOSAL

PURPOSE

The City of Wildwood is seeking proposals from qualified consultants with expertise in comprehensive planning requirements in Florida to evaluate the City's 2035 Comprehensive Plan and develop the City's 2050 Comprehensive Plan. The new plan should address existing conditions, visioning for the future, growth, annexation and redevelopment opportunities. The new plan should be easy to apply and interpret. Specific area plans and sector plans should be considered for key locations. The Plan will be adopted by the City Commission per F.S. 163.3184.

COMMUNITY PROFILE

The City of Wildwood is located along U.S. 301, near the juncture of Interstate 75 and Florida's Turnpike in Central Florida. Wildwood is in Sumter County, is 20 miles south of Ocala, 50 miles northwest of Orlando, 75 miles northeast of Tampa and 90 minutes from either the Gulf or Atlantic coast. The City of Wildwood includes portions of The Villages development, a rapidly growing retirement community that encompasses multiple counties and municipalities. The City also has a Community Redevelopment Area and a working CSX switching station in the downtown area. The City occupies 57.26 square miles and serves a population of 12,887, a 26% increase from 2018. The City's population has doubled since 2010. The median household income is \$38,945.

CURRENT PLANS

The City has studies which should be reviewed by consultants during the planning process. The failure or neglect of a proposer to receive or examine a document shall in no way relieve it from any obligations under its proposal or the contract. These include:

- 2035 Comprehensive Plan. The current comprehensive plan has been modified extensively through the amendment process since its adoption in 2010. The Community Planning Act of 2011 has made the current Comprehensive Plan obsolete.
- Interlocal Service Boundary and Joint Planning Agreement, Ordinance O2012-18 & Ordinance O2017-20.
- Lake-Sumter MPO TIP 2019.
- Community Redevelopment Area. The initial CRA was originally created in 1996 and an expansion of the CRA was done in 2006.
- Unity Enhancement and Redevelopment Action and Strategic Plans. Created in 2017 and 2018 to revitalize the downtown area.
- Public School Interlocal Agreement, 2006.
- Park Master Plan, completed 2016.
- Utility Master Plan, completed 2019.

CITY OF WILDWOOD 2050 COMPREHENSIVE PLAN SHOULD INCLUDE THE FOLLOWING ELEMENTS:

Each element should have two separate documents. One document should be the data and analysis report that includes maps, charts, graphics, tables and a narrative explanation. One document should be the goals, objectives and policies derived from the data and analysis report. All elements shall include items required in F.S. 163.3177. The completed plan and all map shapefiles will become the property of the City for its exclusive use.

- Future Land Use Element
 - Include historic preservation components
 - Public school siting
 - Map Series
- Transportation Element
 - Include streets projected to be accepted by the City based on The Villages new development
 - Map Series
- Housing Element
- Public Facilities Element
- Conservation Element
- Recreation and Open Space Element
 - Include historic preservation components
 - Map Series
- Intergovernmental Coordination Element
 - Public school siting
- Capital Improvements Element
- Property Rights Element
 - Per F.S. 163.3177(6)(i) SB410 (2020 session)

CITY OF WILDWOOD 2050 COMPREHENSIVE PLAN SHOULD INCLUDE THE FOLLOWING ITEMS:

- Community Profile and Character
 - Brief historical overview of the community
- Demographics
 - Reflect current and projected demographic and socioeconomic trends and their implications on land use patterns
- Growth and Annexation
 - Analyze undeveloped areas in the JPA to determine appropriate land use, infrastructure needs, recommendations on development timing
- Special Area plans/Sector plans
 - Oxford
 - Wildwood Central
 - Wildwood South

SCOPE OF SERVICES/DELIVERABLES

The consultant will perform the following tasks:

Phase I – Survey, data collection and citizen input

- **Public and Stakeholder Engagement.** The consultant should include a plan for public engagement in their proposal. A variety of methods shall be used to encourage broad and diverse public involvement, some of which could include stakeholder interviews, a steering committee, an interactive website, presentations to the Planning and Zoning Board/Special Magistrate and City Commission, open houses and public workshops or meetings. The consultant is encouraged to propose other innovative public engagement methods. Comments and suggestions made through the participatory process should be summarized in a report format.
- **Existing Conditions.** The consultant should analyze key current conditions in the City. The existing conditions analysis should include a market study to address recent changes in the housing market and economic conditions along with an examination of demographics, land use and zoning, transportation, the natural environment, community services and infrastructure, and image and identity.

Phase II – Initial draft/recommendations

- **Vision/Key Recommendations.** The consultant should prepare vision, goals and objective statements for the project as well as key recommendations and identifying any significant problems with the proposed plan through preparing a brief memorandum, presentation or similar document. Key recommendations may include special area plans for Oxford, 466/301 Mixed Use, South Wildwood and Wildwood Central Sub-districts.

Phase III – Draft Presentation/review

- **Draft Plan.** The consultant should provide a draft to be reviewed by City staff, steering committee, Planning and Zoning Board/Special Magistrate, and City Commission in order to analyze information and data from the existing conditions research, the public engagement process, and the response to the presentation of key recommendations. A series of meetings may be necessary that include a presentation to the steering committee, an informational open house, and presentations to the Special Magistrate and the City Commission.

Phase IV – Revision to Draft Plan

- Once input has been provided at the various levels of participation, the consultant shall make appropriate changes to the plan and submit to the City.

Phase V – Final Plan

- The consultant will provide one (1) printed color copy and one (1) digital copy with print-ready graphics in .pdf format. The digital copy shall not be protected or prevent future editing. The final plan shall include both documents for all required elements, all maps and special area plans to staff for presentation to the Special Magistrate for a recommendation to forward the final plan to the City Commission for transmittal to DEO for comments. All maps included in the plan shall also be provided separately in .pdf format. All maps shall be prepared using GIS software and all component files (i.e. shapefiles) shall be provided digitally. The consultant will address any outstanding comments from state agencies and provide any needed documentation. Once all comments are satisfied, the City Commission will adopt the final plan.
- Any other documents or files, as agreed upon by both parties.

PROPOSAL SUBMISSION REQUIREMENTS

Each proposal shall include the following information:

- **Primary contact** - Provide the name and title of the person who will be the primary contact and manager for the contract, plus contact phone number, email and mailing address.
- **Company information** - Provide an overview of the history of the company, range of services typically provided, expertise, number of employees and states in which company operates.
- **Consultant qualifications** - Provide a summary of three (3) projects or related work that the consultant has recently completed. Include similarities in scope of work and other relevant information as it pertains to this RFP. List key personnel and role for each example, as well as client reference contact information and a link to the completed product, if available. A list of additional similar projects beyond three may be provided without the inclusion of summaries.
- **Detailed approach** - Review the scope of services and provide a detailed approach for completing the services and providing the deliverables requested. Review the scope of services and provide a detailed approach to and methodology for completing the services and providing the deliverables requested. This section shall also include a preliminary proposed timeline, initial cost estimate and hourly rates for the key personnel identified.
- **Available capacity** - The consultant shall provide a statement confirming that it has the available capacity within its current personnel and workload to complete the scope of work within this RFP. Professional resumes of key personnel and any relevant previous work product as deemed appropriate by the consultant shall be included. Consultants that anticipate subcontracting portions of the project must state this fact in the proposal and clearly identify the subcontracting consultant(s). Following the award of contract, no additional subcontracting will be allowed without the prior written consent of The City. The consultant shall provide a statement noting any conflicts of interest that may exist with other clients or projects currently underway.

ECONOMY OF PRESENTATION

Each proposal package shall be prepared simply and economically, providing a straightforward, concise description of the respondent's capabilities to satisfy the conditions and requirements of this RFP. Emphasis in each proposal package must be on accuracy, completeness and clarity of content. To expedite the evaluation of proposal packages, it is mandatory that respondent follow the format and instructions contained herein. If the respondent's proposal package deviates from these instructions, such proposal package may, in the City of Wildwood's sole discretion, be rejected. The City of Wildwood is not liable or responsible for any costs incurred

by any respondent in responding to this RFP including, without limitation, costs for presentations and/or demonstrations if requested.

Indexing - Each section may contain a more detailed table of contents to delineate the subsections within that section. Tab indexing shall be used to identify sections.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and count as a single page. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; and not for pages of text.

Responses must be limited to eighty (80) pages. Covers, tables of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Work product samples (reports, schedules, etc. provided in response) will not be counted in the eighty (80) page limit. Package the work product samples separately from the proposal, labeling the sample clearly.

EVALUATION PROCEDURES

Each proposal will be evaluated to determine the ability to provide the required services and have the proper fit with the City. The proposal should follow all the procedures in this document and send the sealed RFP information to the City of Wildwood by the due date and time. Once the RFP's are received, the selection committee members will independently review each submittal and score each RFP based on the evaluation criteria. The City's decision to select a consultant will be based upon the following criteria, plus any other relevant factors that would further demonstrate a consultant's qualifications:

Completeness of proposal	0-25 points
Consultant qualifications	0-25 points
Detailed approach	0-25 points
Available capacity	0-25 points
Total available	100 points

PROCEDURE REQUIREMENTS

Proposal submittals will be reviewed and ranked by the City's selection committee and oral presentations/interviews may be requested from a shortlist of finalists selected by the committee as a result of their evaluation of the initial RFP. The committee will recommend its ranking of the top vendor to the City Commission for approval. The City of Wildwood reserves the right to revise and/or limit the scope of professional services and to reject any and all proposals.

ADDITIONAL CONSIDERATIONS AND REQUIREMENTS

- All conditions and requirements set forth in this RFP shall become conditions of the price proposal for services unless otherwise stated. No claim for additional compensation will be allowed based upon the lack of knowledge or understanding of any of the contract documents or the scope of services. Proposals shall be in compliance with the contract documents/scope of services.
- Manner of Payment - Progress payments may be billed based on the percentage of work completed and will be payable within 30 days of approved invoice by the City.
- Examination of RFP Documents
 - Each respondent shall carefully examine the RFP and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the respondent in no way relieves the respondent of the obligations and responsibilities assumed under the contract.
 - Should a respondent find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, respondent shall notify the Development Services Director in writing prior to the response question due date.
- Governing Laws and Regulations
 - The respondent is required to be familiar with and shall be responsible for complying with all Federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work for services rendered.
- Signature of Respondent
 - The respondent must sign the response forms in the space provided for the signature. If the respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted. The respondent shall state in the response the name and address of each person interested therein.
- Cost of Proposal
 - The City of Wildwood assumes no responsibility or liability for the costs incurred by the submitting consultant to prepare and/or submit a proposal. The entire cost of preparing and submitting qualification documents, or any work in connection therewith will be borne by the submitting form or team of consultants.
- Insurance Terms and Conditions

- Proof of Professional Liability Insurance: Provide a current insurance certificate providing proof of Professional Liability Insurance. The successful respondent shall be required to provide evidence of both General (Public & Property) Liability and Professional Liability Insurance in the form of a certificate of insurance issued on behalf of The City of Wildwood by companies acceptable to The City at the following minimum limits and coverages with deductible amounts acceptable to the City:
 - Comprehensive General Liability Insurance: \$1,000,000.00
 - Professional Liability Insurance: \$1,000,000.00
- Respondents to this RFP shall sign the following attached documents and return with their proposal:
 - Proposer's Certification
 - Proposal Form for City of Wildwood
 - Statement of Terms and Conditions
 - Hold Harmless Agreement
 - Drug Free Workplace Certificate
 - Public Entity Crimes Form
 - Conflict of Interest Disclosure Form
 - Illustrative Work

PUBLIC ENTITY CRIMES

Pursuant to Section 287.132 and 287.133 Florida Statutes, the City, as a public entity, may not consider a proposal package from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law.

CONFLICT OF INTEREST

If any officer, director, or agent of your organization is also an employee of the City of Wildwood, then you shall clearly identify in your response the name of the individual(s) and the position he or she holds in your organization. Further, you shall disclose the name(s) of any City employee(s) who owns, directly or indirectly, any interest in your organization or any of its branches. This does not include stock in a publicly traded organization unless the individual holds more than a ten- percent (10%) stake. If there is a conflict of interest as defined above and by Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, then the respondent cannot be considered for award.

TRUTH IN NEGOTIATIONS

The City of Wildwood reserves the right to negotiate any and all elements of this response. The respondent certifies to truth-in-negotiations and the wage rates and other factual unit cost supporting the compensation are accurate, complete, and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the City determines the contract price was increased due to inaccurate,

incomplete or non-current wage rates and other factual unit costs. Such adjustment must be made within one (1) year following the end of the contract.

RIGHT TO AUDIT RECORDS

The City of Wildwood shall be entitled to audit the books and records of the contractor or any sub-contractor to the extent that such books and records relate to the performance of the agreement or any sub-contract to the agreement. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

TERM OF CONTRACT

Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. Duration of the contract shall be for a fixed term.

KEY PERSONNEL

In submitting a proposal package, the consultant is representing that each person listed or referenced in the proposal package shall be available to perform the services described for the City of Wildwood, barring illness, accident, or other unforeseeable events of a similar nature in which case the respondent must be able to promptly provide a qualified replacement. In the event the respondent wishes to substitute personnel, the respondent shall propose a person with equal or higher proposals and each replacement person is subject to prior written City of Wildwood approval. In the event the requested substitute person is not satisfactory to the City of Wildwood and the matter cannot be resolved to the satisfaction of the City of Wildwood, the City of Wildwood reserves the right to cancel the contract for cause.

RESTRICTED DISCUSSIONS

From the date of issuance of the RFP until final City of Wildwood action, the respondent shall not discuss the RFP or any part thereof with any employee, agent, or representative of the City of Wildwood except as expressly authorized by the City of Wildwood point of contact identified in this RFP for this solicitation. Violation of this restriction will result in rejection of the respondent's proposal package.

No negotiations, decisions, or actions shall be initiated or executed by the respondent as a result of any discussions with any City of Wildwood employee. Only those communications that are in writing from the authorized City of Wildwood point of contact, Melanie Peavy, Development Services Director, shall be considered pertinent to this RFP. Only communications from the respondent that are signed and in writing will be recognized by the City of Wildwood as duly authorized expressions on behalf of the respondent.

AWARD

It is understood that the City of Wildwood is not obligated to make an award under or as a result of this RFP or to award such contract. The City of Wildwood reserves the right to award such contract, if any, to the best qualified respondent(s). The City of Wildwood has the sole

discretion and reserves the right to cancel this RFP, and to reject any and all proposal packages, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the City of Wildwood's best interests to do so.

PROPOSER'S CERTIFICATION

Submit To: City of Wildwood 100 N Main Street Wildwood, FL 34785 352-330-1330 352-330-1338 (fax)		CITY OF WILDWOOD REQUEST FOR PROPOSAL (RFP) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
DUE DATE:	DUE TIME:	RFP # 2019 - 02	
TITLE: ELECTRICAL SERVICES			
VENDOR NAME:		PHONE NUMBER:	
VENDOR MAILING ADDRESS:		FAX NUMBER:	
CITY/STATE/ZIP:		E-MAIL ADDRESS:	
<p>"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this RFP and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the RFP requirements. I, the undersigned, declare that I have carefully examined the RFP, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this RFP with any other Offeror and have not colluded with any Offerors or parties to an RFP whatsoever for any fraudulent purpose."</p>			
_____	_____	_____	_____
Addendum #	Addendum #	Addendum #	Addendum #
<p>"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, vendor, or person submitting an RFP for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the RFP, including but not limited to certification requirements. In conducting offers with an agency for CITY OF WILDWOOD, respondent agrees that if this RFP is accepted, the respondent will convey, sell, assign, or transfer to the City of Wildwood all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the CITY. At the City of Wildwood discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."</p>			
_____		_____	_____
Authorized Agent Name, Title (Print)		Authorized Signature	Date
<i>This form must be completed and returned with your Submittal</i>			

PROPOSAL FORM FOR CITY OF WILDWOOD



Name of Vendor Submitting Proposal _____

Name of Person Submitting Proposal _____

PROPOSER ACKNOWLEDGMENT

"The undersigned hereby declares that he/she has informed himself/herself fully in regard to all conditions to the work to be done, and that he/she has examined the RFP and Specifications for the work and comments hereto attached. The Vendor proposes and agrees, if this submission is accepted, to contract with the City of Wildwood to furnish all necessary materials, equipment, labor and services necessary to complete the work covered by the RFP and Contract Documents for this Project. The Vendor agrees to accept in full compensation for each item the prices named in the schedules incorporated herein."

Signature

Date

RFP Number

[☐] Check if exception(s) or deviation(s) to Specifications. Attach separate sheet(s) detailing reason and type for the exception or deviation.

This document must be completed and returned with your Submittal

Statement of Terms and Conditions

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subContractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the City of Wildwood, and their elected officials, employees and volunteers from and against all claims, losses and expenses, including legal costs, arising out of or resulting from, the performance of this contract, provided that any such claims, damage, loss of expenses is attributed to bodily injury, sickness, disease, personal injury or death, or to injury to or destruction of tangible property including the loss or loss of use resulting there from and is caused in whole or in part by any negligent act or omission of the Contractor.

PROHIBITION OF LOBBYING: During the blackout period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Proposals, or information, as applicable, are received at Contracts / Purchasing and the time the City awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the City, or any City employee other than the _____. Violation of this provision may result in disposal of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the City's Financial Services Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the City's at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the _____ before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The City and/or his CONTRACTOR do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. All RFP's/Bids submitted in response to this solicitation become the property of the City. Unless information submitted is proprietary, copy written, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The City of Wildwood is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, vendor, or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

PROPOSER RESPONSIBILITY: Invitation by the City's to vendors is based on the recipient's specific request or as the result of response by the public to the legal advertisements required by State law. Vendors or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

CITYSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the vendors will become the property of the City. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The _____ will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.

This document must be completed and returned with your Submittal

THE CITY OF WILDWOOD, is a political subdivision of the State of Florida, and reserves the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the City. Submittals not meeting stated minimum terms and proposals may be rejected by the City as non-responsive. The City reserves the right to reject any or all submittals without cause. The City reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the City, or who has failed to perform faithfully any previous contract with the City's or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the City's.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the vendor name and the words, "Member of the Vendor" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such vendor may be removed from future participation.

AWARD OF BID: It is the City's intent to select a vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be vendor and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The vendors shall furnish such additional information as the City may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The City reserves the right to make investigations of the proposals of the vendor as it deems appropriate.

PREPARATION COSTS: The City shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the City's representative. All work will proceed in a timely manner without delays. The Contractor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

ADDITIONAL SERVICES/PURCHASES BY OTHER PUBLIC AGENCIES ("PIGGY-BACK"):

The Vendor by submitting a Bid acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of any resulting contract – services and/or purchases being offered in this Bid, for the same prices and/or terms proposed. Vendor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before a Public Agency is allowed to Piggy-Back any contract, the Agency must first obtain the vendor's approval – without the vendor's approval, the seeking Agency cannot Piggy-Back.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the _____. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc.). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable.

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The _____ is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the _____, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the City within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original City format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

(Signature and Date)

HOLD HARMLESS AGREEMENT

The Contractor agrees to hold the City of Wildwood harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, to the extent that such claims are attributable, in whole or in part, to a negligent act or omission by the Contractor.

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation insurance and employers' liability in accordance with Florida Statute Chapter 440.

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the City representative requesting the service.

By signature upon this form the Contractor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Contractor/ Vendor-Print Name

Signature

Project Name

Date

The effective date of this Hold Harmless Agreement shall be for the duration of this project.

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(print or type name of vendor)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the vendor's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under RFP or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under RFP or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, vendor or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____ day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your Submittal

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **{indicate which statement applies.}**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **{attach a copy of the final order}**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

{signature}

{date}

State of _____

County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20__.

Attest: _____

Notary Public

My commission expires: _____

(Notary Seal)

This document must be completed and returned with your Submittal

Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

2. I (*printed name*) _____ am the
(*title*) _____ and the duly authorized representative of the vendor of
(*Vendor Name*) _____ whose address is
_____, and that I possess the legal authority to make this affidavit on behalf of
myself and the vendor for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the vendor have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This bid proposal is made without prior understanding, agreement, or connection with any corporation, vendor, or person submitting a bid proposal for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Vendor Name: _____

Date: _____

State of _____

County of _____

Sworn to and subscribed before me this _____ day of _____ 20____

Personally Known _____

OR Produced Identification _____, Type of Identification _____

My Commission Expires _____

(Printed, typed or stamped commissioned name of notary)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL PACKAGE

ILLUSTRATIVE WORK

Work by vendor best illustrates current proposals relevant to the RFP that have been/is being accomplished by personnel that shall be assigned to the City. List no more than three (3) projects.

<u>Project Name & Location</u> <u>Project Manager:</u>		Client's Name & Address
Completion Date (Actual or Estimated):		
<u>Contractor Fees (In Thousands)</u>		<u>Client Contact Name, Title, Email Address and Telephone Number:</u>
Entire Project: \$	Work for which vendor was/is responsible: \$	
<u>Scope of Entire Project</u> (Please give quantitative indications wherever possible) 		
<u>Nature of Vendor's Responsibility in Project</u> (Please give quantitative indications wherever possible) 		
<u>Vendor's Personnel (Name/Project Assignment) That Worked on the Stated Project that Shall Be Assigned to the City's Project</u> 		